

North Dakota Department of Transportation  
INVITATION TO BID

**NDDOT Contract #** 50150053

|   |  |
|---|--|
| Bid Number: 975-34-15-050                                       | Bid Opening Date & Time: 02/03/2015 02:00 PM |
| Items: Rental, Compact Track loader and Compact Track Excavator | Buyer: Vanessa Brosten                       |
| Bid Mailing Address: 608 East Boulevard Avenue                  | Telephone Number: 701-328-4466               |
| City, State, Zip: Bismarck, North Dakota, 58505                 | Email: vbrosten@nd.gov                       |
| Contract Period: 05/01/2015 TO 04/30/2016                       | Date Prepared: January 20, 2015              |

**BID RESPONSE**

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

**CONTRACT**

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Vendor Name<br><b>BOBCAT OF FARGO</b> | Vendor Address<br><b>FARGO, ND</b> |
|---------------------------------------|------------------------------------|

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

**The following must be completed by the vendor;** failure to do so may result in the rejection of the vendors bid proposal.

|  |                                   |  |
|--|-----------------------------------|--|
| Vendor Name<br><b>BOBCAT OF FARGO</b>                  |                                   |  |
| Mailing Address<br><b>3450 MAIN AVE FARGO ND 58103</b> |                                   |  |
| Telephone Number<br><b>701-293-7325</b>                | Fax Number<br><b>701-293-9468</b> | E-mail Address<br><b>Chris.shea@swanston.com</b> |

**CHRIS SHEA VP**  
Name & Title (Type or Print)

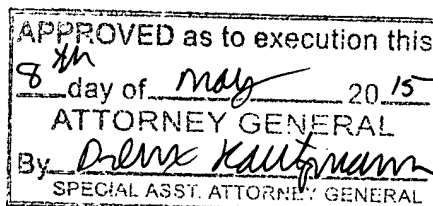
*Chris Shea*  
Signature

**1-27-15**  
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

**FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY** Accepted by the state according to provisions of award.

|  |  |
|--|--|
| Authorized Signature<br><i>Grant Levi</i>      | Date<br><b>08 MAY 2015</b>                       |
| Recommended for approval<br><i>[Signature]</i> | Approximate contract amount<br><b>\$ 199,000</b> |
| Date<br><b>5-1-15</b>                          |  |



CLA 7480 (Div. 50)

## MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 975-34-15-050  
BID OPENING DATE/TIME - February 3, 2015; 2:00 PM Central  
N. D. DEPT. OF TRANSPORTATION  
PROCUREMENT SECTION  
608 E BOULEVARD AVE  
BISMARCK ND 58505-0700

## BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or [civilrights@nd.gov](mailto:civilrights@nd.gov) or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Past performance may also affect the award at the discretion of the NDDOT. References must be furnished upon request by NDDOT.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
- Mark envelope as indicated.
- Review Standard Terms and Conditions contained in this solicitation.
- Sign your bid on the cover sheet.
- Initial all bid/pricing changes you made.
- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the

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reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from: <http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than **end of business January 27, 2015.** (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

## 12. Definitions.

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Equipment Rental Agreement will be incorporated into the contract.

Bidders must review the attached Equipment Rental Agreement for indemnification and insurance requirements.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the

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procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

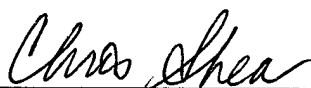
27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

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28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Contract Management.** The day to day activities of the rental will be dealt with on the district level between district personnel and the awarded dealership(s). Any changes in the contract must be approved by the Procurement Officer.

4. **Contract Volume.** The quantities to be rented as indicated herein are best estimates. NDDOT reserves the right to vary actual quantities from those indicated at any time before the bid opening and by written notification to the contractor(s) after award and throughout the term of the contract.

5. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their loaders running during the term of the contract with minimal down time. Bidders must include a narrative describing their ability to respond to breakdowns with emergency service or replacement equipment.

6. **Delivery.** NDDOT requests delivery of the units **not later than MAY 1, 2015**. If rental equipment is not available within the specified time, the bidder must indicate the approximate date delivery can be expected on the bid document. Dealer is responsible for delivery to and pick up from the receiving NDDOT district(s).

7. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

8. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

9. **Contract Term and Renewal Option.** The NDDOT will enter into a contract which will be effective **beginning upon an acceptable delivery date to extend for a period of not more than twelve months.** This contract is non-renewable.

10. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:

- i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
- ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
- iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

11. **Contract Price Adjustment.** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period.

12. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

13. **Billing and Payment Procedures.** Invoices are to be submitted to the individual districts. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

14. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

15. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

17. **Specifications.** Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.

18. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

After the contract has been awarded and as soon as the required insurance information is available; ERA(s) will be provided to the Lessor(s), to be signed and returned to the NDDOT.

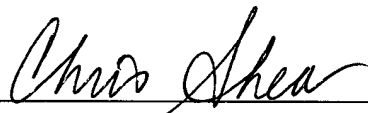
19. **Equipment Summary:** An equipment summary will be maintained which will include the equipment data (vendor, serial number, make, model, description, unit value). Awarded contractors will provide serial numbers and assist in the maintenance of accurate data in the equipment summary.

#### **BIDDER CHECKLIST**

##### **HAVE YOU REMEMBERED TO?**

- ☒ Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- ☒ Mark bid envelope as indicated
- ☒ Review this solicitation document - then provide questions or objections by date specified
- ☒ Provide an authorized signature on the bid cover sheet
- ☒ Initial all bid or pricing changes you made
- ☒ Bid responses must be submitted in ink or type written
- ☒ Identify service locations
- ☒ Attach rental conditions and a brief narrative of your company's ability to respond to breakdowns with emergency service or replacement equipment
- ☒ Indicate bidders' award preference by district as requested
- ☒ Provide manufacturer's specifications and literature
- ☒ If offering more than one size, then attach a list of models

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## EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation  
Financial Management Division, Rm. 22  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

|                         |                 |                                 |
|-------------------------|-----------------|---------------------------------|
| NAME                    | LESSOR (VENDOR) | LESSEE (STATE)                  |
|                         |                 | ND DEPARTMENT OF TRANSPORTATION |
| ADDRESS                 |                 | 608 E BOULEVARD AVENUE          |
| CITY, STATE<br>ZIP CODE |                 | BISMARCK ND 58505-0700          |
| CONTACT                 |                 | MARILYN K. LANGEHAUG            |
| PHONE<br>NO             |                 | 701-328-4466                    |

|  |                |  |   |            |
|--|----------------|--|---|------------|
| DATE   | RENTAL<br>TERM | BEGINS ON                                  | ENDS ON   |            |
| RENTAL RATES *                               |                | TRANSPORTATION CHARGES IF APPLICABLE       | METER READING OUT   |            |
| DAY (8HRS.)                                  | \$             | MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE | METER READING IN  |            |
| WEEK (44HRS.)                                | \$             |  |   |            |
| MONTH (176 HRS.)                             | \$             |  |   |            |
| EXCESS HOURS BILLED AT                       | \$             |  |   |            |
| * RENTAL RATES ARE BASED ON HOUR METER USAGE |                |  |   |            |
| EQUIPMENT WILL BE USED AT                    |                |  | LESSEE WILL NOT REMOVE THE<br>EQUIPMENT FROM THIS LOCATION<br>WITHOUT NOTIFICATION. |            |
| SERIAL NUMBER                                | MAKE           | MODEL                                      | DESCRIPTION   | UNIT VALUE |
|  |                |  |   |            |

|                     |          |     |  |  |
|---------------------|----------|-----|--|--|
| BILL TO INFORMATION |          |     |  |  |
| NAME                |          |     |  |  |
| ADDRESS             |          |     |  |  |
| CITY                | STATE    | ZIP |  |  |
| CONTACT             | PHONE NO |     |  |  |

### TERMS AND CONDITIONS

#### AGREEMENT:

Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

#### AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.



**TRANSPORTATION CHARGES:**

Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

**OPERATION OF EQUIPMENT:**

Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

**REPAIRS:**

The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

**WARRANTY:**

Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

**ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:**

Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

**LIABILITY:**

Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

**INSURANCE:**

Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

**TAXES:**

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-6002432.

**INSPECTION:**

Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

**TERMINATION:**

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
  - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or (3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

- c. Either party, by written notice, may terminate the whole or any part of this agreement:
  - 1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
  - 2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

**LESSEE AGREES TO:**

- \$ Notify Lessor of any change in agreed location.
- \$ Not sublease, rent or loan above equipment.
- \$ Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
- \$ Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible.
- \$ Pay a clean up charge for excessively dirty equipment.

**PURCHASE ORDER:**

A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

**RENTAL PAYMENTS:**

Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

**LATE PAYMENTS:**

Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

**EXTENDED RENTAL PERIOD:**

Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

**REQUEST FOR BID:**

If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

**GOVERNING LAW AND VENUE:**

Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

**MERGER AND WAIVER:**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

|   |         |
|---|---------|
| <b>LESSOR (Vendor)</b><br>TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED.<br>(IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.) |         |
| NAME (TYPE OR PRINT) :  | TITLE : |
| SIGNATURE :   | DATE :  |

|                               |        |
|-------------------------------|--------|
| <b>LESSEE (Agency)</b>        |        |
| APPROVED AS TO SUBSTANCE BY : | DATE : |
| AGENCY DIRECTOR SIGNATURE :   | DATE : |

**BIDDER'S PREFERRED DELIVERY DISTRICT(S)**

| DISTRICT    | QTY | CONFIGURATION     | BIDDER'S PREFERENCE FOR DELIVERY (YES, NO, OR N/A) |
|-------------|-----|-------------------|--|
| BISMARCK    | 3   | TRACK             | <u>yes</u>   |
| VALLEY CITY | 3   | TRACK             | <u>yes</u>   |
| DEVILS LAKE | 1   | TRACK             | <u>yes</u>   |
| DEVILS LAKE | 1   | WHEEL             | <u>yes</u>   |
| MINOT       | 3   | TRACK             | <u>yes</u>   |
| DICKINSON   | 1   | TRACK             | <u>yes</u>   |
| DICKINSON   | 2   | WHEEL             | <u>yes</u>   |
| GRAND FORKS | 1   | TRACK             | <u>yes</u>   |
| GRAND FORKS | 1   | WHEEL             | <u>yes</u>   |
| GRAND FORKS | 2   | ALL WHEEL STEER** | <u>yes</u>   |
| WILLISTON   | 1   | TRACK             | <u>yes</u>   |
| WILLISTON   | 1   | WHEEL             | <u>yes</u>   |
| FARGO       | 1   | TRACK             | <u>yes</u>   |
| FARGO       | 1   | WHEEL             | <u>yes</u>   |

\*\*THIS IS AN OPTION AND WOULD REPLACE THE TRACKED UNIT FOR Grand Forks DISTRICT. NDDOT RESERVES THE RIGHT TO EXERCISE OR DECLINE THIS OPTION DEPENDING ON PRICE AND AVAILABILITY OF MACHINES.

BIDDER PREFERS TO PROVIDE TO ALL DISTRICTS FOR ALL ITEMS? YES ☒ NO ☐

**PLEASE ATTACH RENTAL CONDITIONS AND A BRIEF NARRATIVE OF YOUR COMPANY'S ABILITY TO RESPOND TO BREAKDOWNS WITH EMERGENCY SERVICE OR REPLACEMENT EQUIPMENT.**

**ITEM NO. 1      COMPACT TRACK LOADER      14 EACH**

\$ 50<sup>00</sup> /HOUR\*  
200 hour minimum

YEAR/MAKE: 2015 BOBCAT      MODEL: T650 / T750

**ITEM NO. 2, OPTION 1      WHEELED MACHINE IN LIEU OF TRACKS PER SAME SPEC**

This is an option to supply wheeled machine in lieu of a tracked machine meeting the same spec.

**6 EACH**

\$ 35<sup>00</sup> /HOUR\*  
200 hour minimum

**ITEM NO. 2, OPTION 2      ALL WHEEL STEER MACHINE IN LIEU OF TRACKS PER SAME SPEC**

This is an option to supply wheeled all wheel steer machine in lieu of a tracked or skid steer machine meeting the same specifications for Grand Forks District

**2 EACH**

\$ 50<sup>00</sup> /HOUR\*  
200 hour minimum

BIDDER

Chris Shea

PLEASE ATTACH RENTAL CONDITIONS AND A BRIEF NARRATIVE OF YOUR COMPANY'S  
ABILITY TO RESPOND TO BREAKDOWNS WITH EMERGENCY SERVICE OR REPLACEMENT  
EQUIPMENT.

ITEM NO. 3      COMPACT TRACK EXCAVATOR

3 EACH

\$ 60<sup>00</sup> /HOUR\*  
100 hour minimum

YEAR/MAKE: 2015 BOBCAT      MODEL: E85

BIDDER

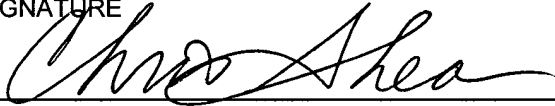


Vendors are instructed to acknowledge receipt of and compliance with this amendment by signing below and returning this acknowledgement with your bid or proposal.

Any questions regarding this amendment must be submitted in writing to the undersigned Procurement Officer.

Vanessa Brosten, Procurement Officer  
PHONE: 701-328-4466  
FAX: 701-328-0310  
E-MAIL: vbrosten@nd.gov

By my signature below, I hereby acknowledge receipt of and compliance with this amendment to the above referenced solicitation.

|   |         |
|---|---------|
| PRINTED NAME OF BIDDER OR OFFEROR <u>and TITLE</u>                                |         |
| BOBCAT OF FARGO CHRIS SHEA VP   |         |
| SIGNATURE   | DATE    |
|  | 1-29-15 |

**Amendment No. 1**

To: ALL INTERESTED SUPPLIERS

From: Vanessa Brosten, Purchasing Agent II

North Dakota Department of Transportation

Date: January 29, 2015

Re: NDDOT Bid no. 975-34-15-050; Compact Track Loader and Excavator Rental

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Bidders Instruction #11 of the solicitation established a deadline for receipt of questions. The responses to these questions are provided as addenda to the solicitation. The solicitation is amended to include any new information provided in this amendment.

1) NDDOT will accept compact track excavators with up to 500 engine hours if the machines meet all other minimum specifications; the machine needs to be a current factory model and include full factory warranty throughout the rental period, and vendor is still to provide any needed lubricants and filters needed to maintain the machine throughout this period. Vendor may elect to service the machines themselves as long as service is coordinated and scheduled through renting district's shop supervisor. If a machine is out of service for more than 2 days, it must be replaced with a like machine meeting specs so the District does not go without use of machine on premises for more than 2 days.

\*This amendment to minimum specifications is in relation to compact track excavators only, it does not change required hours for compact track loaders.

Please amend page 7, paragraph 1 to read:

**The intent of this bid specification is to request pricing for the rental of compact track loaders and compact track excavators for general highway maintenance operations. The compact track loader shall be new or used less than 150 hours and be of the current make and model. The compact track excavator shall be new or used less than 500 hours and be of the current make and model.** The contract rental period will be 12 months for the compact track loader, and 12 months for the compact track excavator. The rental units shall be delivered no later than May 1<sup>st</sup> of 2015 and returned by April 30<sup>th</sup> 2016 for compact track loaders and excavators. All Equipment unit serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days' notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below. The quantities are estimates and could change depending on pricing. The department may not rent the compact track loaders or compact track excavators depending on the bid pricing. This will be determined once the bids are received. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site and meets the specification

The bid is hereby amended.

2) Replace Page 9 of 14 with the attached.

The bid is hereby amended.

3) The bid opening date and time will now be **Thursday, February 5, 2015; 2:00 PM Central.**

The bid is hereby amended.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIFICATIONS  
FOR RENTAL OF  
COMPACT TRACK LOADERS AND  
SEASONAL RENTAL OF COMPACT TRACK EXCAVATORS**

The intent of this bid specification is to request pricing for the rental of compact track loaders and compact track excavators for general highway maintenance operations. The compact track loader and/or compact track excavator shall be new or used less than 150 hours and be of the current make and model. The contract rental period will be 12 months for the compact track loader, and 12 months for the compact track excavator. The rental units shall be delivered no later than May 1<sup>st</sup> of 2015 and returned by April 30<sup>th</sup> 2016 for compact track loaders. All Equipment unit serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. Two working days notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below. The quantities are estimates and could change depending on pricing. The department may not rent the compact track loaders or compact track excavators depending on the bid pricing. This will be determined once the bids are received. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site and meets the specification.

**Rented compact track loaders to be used for an estimated 200 engine hours during the rental period of 12 months and rented compact excavators to be used for an estimated 100 hours over 12 month rental period.** Additional hours over specified amount shall be invoiced at the quoted hourly rate for hours over 100 (or 200). Minimum payment for piece shall be the hourly rate times the estimated usage of 100 hours (Compact Excavators) and 200 hours (Compact Track Loaders). (\$Hourly Rate as bid x 100 or 200 hours = Minimum payment/ per unit).


Lessee will carry physical damage insurance on the compact track loaders and/or compact track excavators. Lessee will accept responsibility for any breakage due to negligence done by them. Compact track loaders and compact track excavators will have normal wear and tear from general use when returned. The dealer and DOT representative must agree on any excessive damage within 10 working days of the return of the equipment. No claims for damage after the 10 working days will be permitted.

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids, and keeping the rented equipment clean. Compact track loaders and compact track excavators out of service for five working days or more shall require a replacement unit of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the compact track loaders and/or compact track excavators. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on compact track loaders and/or compact excavators cleanliness, and basic operation to prevent damage to the equipment unit.

BIDDER





Payment/compensation shall be paid as follows: 70% of the total price bid for minimum hours of use will be paid upon satisfactory acceptance of the contract and delivery of equipment, not earlier than May 10. The remaining 30% plus any additional amount over minimum hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the said rental equipment.

### Compact Track Loader

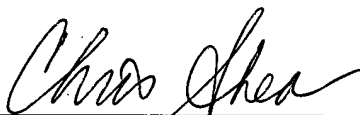
As a minimum, each unit shall be equipped with:

|   | COMPLY                              |                          | COMMENTS |
|---|-------------------------------------|--------------------------|----------|
|   | YES                                 | NO                       |          |
| Minimum of 74 HP diesel engine, can be larger   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Track machine, must be factory installed rubber tracks  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Deluxe cab, ROPS, air conditioning/heat   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Standard Instrumentation  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Rearview mirror inside cab  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Bobcat brand machine to have both 7 Pin and 14 pin electrical connectors to interface with Bobcat brand attachments | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Hour meter, must only mark time when engine is running  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Suspension seat   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Two speed drive   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Auxiliary front hydraulic outlets   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| High flow hydraulics with a minimum flow of 31GPM   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Vertical lift system  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Engine and hydraulic 120V heaters   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Back up alarm   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Must provide standard bucket same width as tracks   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Headlights, warning and tail lights, manufacturers standard   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Full warranty throughout the rental period  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |

The compact track loaders shall be delivered and training provided at the following locations:

|        |                 |
|--------|-----------------|
| 3 each | Bismarck, ND    |
| 3 each | Valley City, ND |
| 1 each | Devils Lake, ND |
| 3 each | Minot, ND       |
| 1 each | Dickinson, ND   |
| 1 each | Grand Forks, ND |
| 1 each | Williston, ND   |
| 1 each | Fargo, ND       |

BIDDER



## COMPACT TRACK EXCAVATOR

(Bobcat E80, Caterpillar 307, John Deere 75D or Similar Equivalent)

As a minimum, each unit shall be equipped with:

|   | COMPLY                              |                          | COMMENTS |
|---|-------------------------------------|--------------------------|----------|
|   | YES                                 | NO                       |          |
| Minimum of 54 HP diesel engine, can be larger                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Minimum operating weight 17,700 pounds                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Factory installed rubber tracks                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Cab, ROPS, air conditioning/heat                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Windshield wiper  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Standard Instrumentation  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Rearview mirrors  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| 12v auxiliary cab outlet  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Hour meter, must only mark time when engine is running                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Suspension seat   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Auxiliary hydraulic outlets with hydraulic thumb installed on machine | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Dozer blade   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Two speed drive   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Motion alarm  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Manufacturers standard bucket to match machine size                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Work lights, manufacturers standard                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |
| Full warranty throughout the rental period                            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |          |

The compact track excavators shall be delivered and training provided at the following locations:

|        |               |
|--------|---------------|
| 1 each | Bismarck, ND  |
| 1 each | Minot, ND     |
| 1 each | Dickinson, ND |

### BIDDER'S PREFERRED DELIVERY DISTRICT(S)

| DISTRICT  | QTY | CONFIGURATION | BIDDER'S PREFERENCE FOR DELIVERY (YES, NO, OR N/A) |
|-----------|-----|---------------|--|
| BISMARCK  | 1   | STANDARD      | <u>yes</u>   |
| MINOT     | 1   | STANDARD      | <u>yes</u>   |
| DICKINSON | 1   | STANDARD      | <u>yes</u>   |

BIDDER PREFERS TO PROVIDE TO ALL DISTRICTS FOR ALL ITEMS? YES ☒ NO ☐

BIDDER



Please complete the information below as it applies to the bid that has been submitted:

**PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)**

PRIMARY CONTACT NAME CHRIS SHEA  
BUSINESS NAME: BOBCAT OF FARGO  
MAILING ADDRESS: 3450 MAIN AVE  
CITY & STATE: FARGO ND ZIP CODE: 58103  
PHONE NUMBER: 701-293-7325 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-293-9468 EMAIL: Chris.shea@swanston.com

**BISMARCK DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME DAVID DINNEEN  
BUSINESS NAME: BOBCAT OF MANDAN  
SERVICE ADDRESS: 4209 MEMORIAL HWY  
CITY & STATE: MANDAN ND ZIP CODE: 58554  
PHONE NUMBER: 701-663-0903 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-663-6306 EMAIL: dauid@bobcatofmandan.com

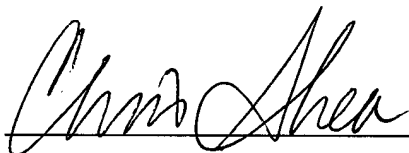
**VALLEY CITY DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME CHRIS SHEA  
BUSINESS NAME: BOBCAT OF FARGO  
SERVICE ADDRESS: 3450 MAIN AVE  
CITY & STATE: FARGO ND ZIP CODE: 58103  
PHONE NUMBER: 701-293-7325 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-293-9468 EMAIL: Chris.shea@swanston.com

**DEVILS LAKE DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME SHELBY VASICHEK  
BUSINESS NAME: BOBCAT OF DEVILS LAKE  
SERVICE ADDRESS: 705 12<sup>th</sup> AVE SE  
CITY & STATE: DEVILS LAKE ND ZIP CODE: 58301  
PHONE NUMBER: 701-662-5331 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-544-0201 EMAIL: shelbyv@goironhide.com

BIDDER



**MINOT DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME WYATT GREENE  
BUSINESS NAME: SWANSTON EQUIPMENT  
SERVICE ADDRESS: 3915 BURDICK EXPRESSWAY EAST  
CITY & STATE: MINOT ND ZIP CODE: 58701  
PHONE NUMBER: 701-837-9901 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-837-9904 EMAIL: Wyatt.greene@swanston.com

**DICKINSON DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Tom Folske  
BUSINESS NAME: WEST PLAINS  
SERVICE ADDRESS: 3484 I94 BUSINESS LOOP EAST  
CITY & STATE: DICKINSON ND ZIP CODE: 58601  
PHONE NUMBER: 701-483-8741 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-483-8742 EMAIL: tom.folske@westplains.com

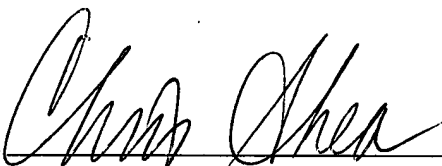
**GRAND FORKS DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME TRAVIS DEARINGER  
BUSINESS NAME: BOBCAT OF GRAND FORKS  
SERVICE ADDRESS: 3903 GATEWAY DRIVE  
CITY & STATE: GRAND FORKS ND ZIP CODE: 58203  
PHONE NUMBER: 701-772-5006 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-772-5014 EMAIL: travisd@goironhide.com

**WILLISTON DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Jeff Silvernagel  
BUSINESS NAME: BOBCAT OF WILLISTON  
SERVICE ADDRESS: 13878 WEST FRONT ST  
CITY & STATE: WILLISTON ND ZIP CODE: 58802  
PHONE NUMBER: 701-572-5050 TOLL FREE: \_\_\_\_\_  
FAX NUMBER: 701-572-5077 EMAIL: Jeffs@goironhide.com

BIDDER



**FARGO DISTRICT SERVICE FACILITY** (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME CHRIS SHEA

BUSINESS NAME: BORCAT OF FARGO

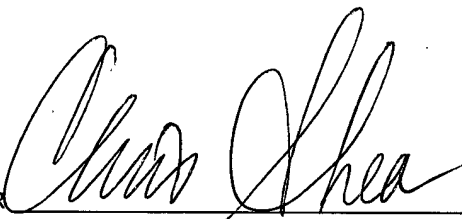
SERVICE ADDRESS: 3450 MAIN AVE

CITY & STATE: FARGO ND ZIP CODE: 58103

PHONE NUMBER: 701-293-7325 TOLL FREE: \_\_\_\_\_

FAX NUMBER: 701-293-9468 EMAIL: chris.shea@swanston.com

BIDDER



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



### Service Statement Rental Conditions

If awarded the proposed bid the listed Bobcat Authorized Dealers have agreed to service the equipment rented to the best of their ability. All dealers have been contacted by Bobcat of Fargo and are in agreement to participate in the fulfillment of the service requested by the ND DOT.

The Dealers listed in the bid proposal are Authorized Bobcat Dealers who have factory trained and certified technicians to complete the service needs of the equipment and this contract. All dealerships own and operate Field Service Trucks to fulfill this contract.

Replacement equipment to support uptime as spelled out in the bid will be provided to honor this contract if needed.

Rental conditions are satisfactory as followed by provided Rental Agreement sample.

A handwritten signature in black ink, appearing to read "Chris Shea". The signature is fluid and cursive, with the first name "Chris" and last name "Shea" clearly distinguishable.

Chris Shea

Vice President

Bobcat of Fargo



# **COMPACT TRACK LOADER**

**Vertical Lift Arm Path**

**2570 lbs.**

**RATED OPERATING CAPACITY**

**EFFECTIVE FEBRUARY 10, 2014**

***For the most up-to-date Bid Specs go to BobcatNET >>Compact Track Loaders>>T650>Bid Specs***

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

# **COMPACT TRACK LOADER**

**Vertical Lift Arm Path**

**2570 lbs.**

**RATED OPERATING CAPACITY**

## DIMENSIONAL SPECIFICATIONS

|   |                  |
|---|------------------|
| Angle of Departure .....                  | 31°              |
| Dump Angle @ Maximum Height .....         | 42°              |
| Dump Height with Standard Bucket .....    | 96.3" (2447 mm)  |
| Reach @ Maximum Height .....              | 34.2" (870 mm)   |
| Ground Clearance .....                    | 8.1" (207 mm)    |
| Height to Hinge Pin .....                 | 124" (3149 mm)   |
| Cab Height .....                          | 81.3" (2065 mm)  |
| Length without Attachment .....           | 108.4" (2753 mm) |
| Length with Standard Bucket .....         | 136.8" (3474 mm) |
| Overall Operating Height .....            | 158.5" (4026 mm) |
| Carry Position .....                      | 8.6" (218 mm)    |
| Rollback Angle @ Carry Position .....     | 31°              |
| Turning Radius with Standard Bucket ..... | 87.7" (2228 mm)  |
| Length of Track on Ground .....           | 59" (1499 mm)    |
| Overall Width 12.6" Tracks .....          | 72.9" (1851 mm)  |
| Bucket Width .....                        | 74" (1880 mm)    |
| Overall Width 17.7" Tracks .....          | 78" (1981 mm)    |
| Bucket Width .....                        | 80" (2032 mm)    |

## PERFORMANCE

|  | <b>Solid-Mounted<br/>Undercarriage</b> | <b>Roller Suspension<br/>Undercarriage (Optional)</b> |
|--|--|---|
| Rated Operating Capacity (per ISO 14397-1)         | 2570 lbs. (1166 kg)                    | 2350 lbs. (1066 kg)                                   |
| Rated Operating Capacity with Counterweight Option |  |   |
| With 200 lb. Weight Kit                            | 2670 lbs. (1211 kg)                    | 2450 lbs. (1111 kg)                                   |
| With 300 lb. Weight Kit                            | 2745 lbs. (1245 kg)                    | 2525 lbs. (1145 kg)                                   |
| Tipping Load (per ISO 14397-1)                     | 7343 lbs. (3331 kg)                    | 6714 lbs. (3045 kg)                                   |
| Operating Weight (SAE J732)                        | 9321 lbs. (4228 kg)                    | 9995 lbs. (4534 kg)                                   |
| Travel Speed                                       | 6.6 mph (10.6 km/hr)                   | 6.6 mph (10.6 km/hr)                                  |
| Travel Speed – 2 Speed Option                      |  |   |
| Low Range  | 6.1 mph (10.6 km/hr)                   | 6.1 mph (10.6 km/hr)                                  |
| High Range   | 10.7 mph (17.2 km/hr)                  | 10.7 mph (17.2 km/hr)                                 |
| Lift Breakout Force                                | 6400 lbs. (2903 kg)                    | 6800 lbs. (3048 kg)                                   |
| Tilt Breakout Force                                | 5885 lbs. (2669 kg)                    | 6206 lbs. (2815 kg)                                   |
| Push Force   | 6400 lbs. (2903 kg)                    | 7280 lbs. (5486 kg)                                   |
| Ground Pressure with 12.6" Tracks                  | 5.7 psi (0.039 MPa)                    | 6.1 psi (0.042 MPa)                                   |
| Ground Pressure with 17.7" Track                   | 4.2 psi (0.029 MPa)                    | 4.4 psi (0.030 MPa)                                   |

\*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818 for crawler loaders

## ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 74.0 hp (55.2 kW) at 2600 governed RPM.
- Loader engine shall have a minimum torque of 206 lbf-ft (279 N-m) at 1800 RPM.
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Spark arrestor muffler, dual element air cleaner and glow plug cold weather assist shall be provided as standard equipment.
  - Cold weather assist shall be automatically activated.
  - Air cleaner shall be a dry replaceable cartridge with safety element.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 950 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 4.02 hp (3.0 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

## DRIVE SYSTEM

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
  - Drive belt shall not require any adjustments.
- Undercarriage shall be solid mounted to loader main frame.
  - Shall use triple flange forged steel rollers.
  - Shall use single flange forged steel idlers.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a roller type suspension available as an option and includes.
  - Shall have 4 suspended rollers per side.
  - Shall have an all steel suspension design.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 12.6" rubber tracks  
17.7" rubber tracks

## HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 30.5 gpm (115.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- Cylinders shall be a double-acting type. Dual tilt cylinders shall have a cushioning feature on dump and roll back.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Shall have inertia welded rods and bases at the end of the cylinders.
- Shall have rear auxiliary hydraulics as an option and include.
  - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off switch inside operator cab.
- Ride control shall be available as an option.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- A feature for draining pressure from the auxiliary hydraulics circuit shall be provided by pressing and holding the quick couplers.
- Cylinders shall meet the following minimum specifications:

| <u>Function</u> | <u># of Cylinders</u> | <u>Bore Diameter</u> | <u>Rod Diameter</u> | <u>Stroke</u>     |
|-----------------|-----------------------|----------------------|---------------------|-------------------|
| Lift            | 2                     | 3.00" (76.2 mm)      | 1.75" (44.5 mm)     | 24.93" (633.2 mm) |
| Tilt            | 2                     | 3.00" (76.2 mm)      | 1.50" (38.1 mm)     | 13.97" (354.8 mm) |

## OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
  - Standard- Shall be controlled by separate foot pedals.
  - Optional- Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to be used to reduce steering drift to maintain a desired travel path in both forward and reverse directions.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
- Cab heat shall be available as an option without changing loader profile.
- Front door shall be a one piece design and curved.
- Enclosed cab shall be pressurized.
- A suspension seat shall be standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder kit shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional Selectable Joystick Control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
- Side windows shall be mounted on the outside of the cab.
- Side and rear window defrost shall be provided in the heat or air conditioned options.
- An FM/AM Radio shall be available as an option.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.

## CAPACITIES

Fuel Tank shall have a minimum capacity of 27.5 gal. (104.1 L).

Cooling System without heater shall have a minimum capacity of 3.0 gal. (11.4 L).

Cooling System with heater shall have a minimum capacity of 3.1 gal. (11.7 L).

Hydraulic Reservoir shall have a minimum capacity of 2.7 gal. (10.2 L).

Hydrostatic System shall have a minimum capacity of 11.9 gal. (45 L).

## STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

### Gauges

- Engine Coolant Temp
- Fuel Level

### Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

### Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

### Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

## **DELUXE LOADER INSTRUMENTATION**

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

### **Additional Displays for:**

- Coolant Temperature & Oil Pressure
- Engine RPM
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control

### **Additional Features:**

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock

## **ATTACHMENTS**

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator in two minutes or less.
- The quick change mechanism will incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit shall be provided which will control all available attachments.
- Standard flow hydraulics shall be available as standard equipment.
- High flow hydraulics shall be available as optional equipment.

## **SERVICEABILITY**

- Access shall be available to the following through the rear door/tailgate and rear screen.
  - Air cleaner
  - Alternator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil drain and dipstick
  - Starter
- Easy access shall be available to all lift arm grease points.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system components.



## **SAFETY EQUIPMENT**

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warnings by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher shall be available as an option.

## **TRAINING RESOURCES**

- A comprehensive Compact Track Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

# **COMPACT TRACK LOADER**

**Vertical Lift Arm Path**

**3325 lbs.**

**RATED OPERATING CAPACITY**

**EFFECTIVE SEPTEMBER 25, 2012**

***For the most up-to-date Bid Specs go to BobcatNET >>Compact Track Loaders>>T750>Bid Specs***

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

# **COMPACT TRACK LOADER**

**Vertical Lift Arm Path**

**3325 lbs.**

**RATED OPERATING CAPACITY**

## DIMENSIONAL SPECIFICATIONS

|   |                  |
|---|------------------|
| Angle of Departure .....                  | 31.3°            |
| Dump Angle @ Maximum Height .....         | 42.0°            |
| Dump Height with Standard Bucket .....    | 104.3" (2649 mm) |
| Reach @ Maximum Height .....              | 33.6" (853 mm)   |
| Ground Clearance .....                    | 8.6" (218 mm)    |
| Height to Hinge Pin .....                 | 132.0" (3353 mm) |
| Cab Height .....                          | 81.3" (2065 mm)  |
| Length without Attachment .....           | 114.3" (2903 mm) |
| Length with Standard Bucket .....         | 141.6" (3597 mm) |
| Overall Operating Height .....            | 81.3" (2065 mm)  |
| Carry Position .....                      | 9.2" (234 mm)    |
| Rollback Angle @ Carry Position .....     | 30°              |
| Turning Radius with Standard Bucket ..... | 88" (2235 mm)    |
| Length of Track on Ground .....           | 63.7" (1618 mm)  |
| Width with Standard Bucket .....          | 80.0" (2032 mm)  |
| Overall Width 12.6" Tracks .....          | 72.9" (1852 mm)  |
| Overall Width 17.7" Tracks .....          | 78.0" (1981 mm)  |

## PERFORMANCE

|  | <b>Solid-Mounted Undercarriage</b> | <b>Roller Suspension Undercarriage (Optional)</b> |
|--|------------------------------------|---|
| Rated Operating Capacity (per ISO 14397-1)         | 3325 lbs. (1508 kg)                | 2950 lbs. (1338 kg)                               |
| Rated Operating Capacity with Counterweight Option |                                    |   |
| With 200 lb. Weight Kit                            | 3425 lbs. (1554 kg)                | 2950 lbs. (1338 kg)                               |
| With 300 lb. Weight Kit                            | 3500 lbs. (1588 kg)                | 3125 lbs. (1417 kg)                               |
| With 400 lb. Weight Kit                            | 3575 lbs. (1622 kg)                | 3200 lbs. (1451 kg)                               |
| Tipping Load (per ISO 14397-1)                     | 9500 lbs. (4309 kg)                | 8429 lbs. (3823 kg)                               |
| Operating Weight (SAE J732)                        | 10327 lbs. (4684 kg)               | 10887 lbs. (4938 kg)                              |
| Travel Speed                                       | 6.6 mph (10.6 km/hr)               | 6.6 mph (10.6 km/hr)                              |
| Travel Speed- 2 Speed Option                       |                                    |   |
| Low Range  | 6.1 mph (9.8 km/hr)                | 6.1 mph (9.8 km/hr)                               |
| High Range   | 10.7 mph (17.2 km/hr)              | 10.7 mph (17.2 km/hr)                             |
| Lift Breakout Force                                | 5659 lbs. (2566 kg)                | 6017 lbs. (2729 kg)                               |
| Tilt Breakout Force                                | 6346 lbs. (2878 kg)                | 6552 lbs. (2972 kg)                               |
| Push Force   | 6715 lbs. (3046 kg)                | 6982 lbs. (3167 kg)                               |
| Ground Pressure with 17.7" Tracks (standard)       | 4.2 psi (.029 MPa)                 | 4.4 psi (.03 MPa)                                 |
| Ground Pressure with 12.6" Tracks (optional)       | 5.9 psi (.041 MPa)                 | 6.2 psi (.043 MPa)                                |

\*Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J 818 for crawler loaders

## ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 85.0 hp (63.4 kW) at 2400 governed RPM.
- Loader engine shall have minimum torque of 232.3 lbf-ft (315.0 N-m) at 1500 RPM.
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Engine must meet EPA interim Tier 4 Emission Standards.
- Dual element air cleaner and air intake cold weather assist shall be provided as standard equipment.
  - Cold weather assist shall be automatically activated.
  - Air cleaner shall be a dry replaceable cartridge with safety element.
  - Air intake pre-cleaner shall be included in the air cleaner housing.
- Air intake pre-cleaner shall be standard equipment.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a Diesel Oxidation Catalyst (DOC) and Diesel Particulate Filter (DPF).
- Engine shall utilize an Engine Gas Recirculation (EGR) system.
- Loader shall not require Diesel Exhaust Fluid.
- Loader shall indicate when the DPF is regenerating.
- A DPF Regeneration Inhibit Switch shall be available.
- A DPF Remote Parked Regeneration Kit shall be available.
  - The kit must require the operator to safely start the loader from outside the cab and must lock all hydraulic functions when a parked regeneration is performed.
- Loader shall be equipped with an Engine Control Unit to electronically monitor and control the performance of the engine.
- The loader's fuel injection system shall include a High Pressure Common Rail (HPCR).
- Loader shall use an Electromagnetic fuel pump.
- Fuel filter shall have a 4 micron C rating at 99.6% efficiency.
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 950 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 4.02 hp (3.0 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

## **DRIVE SYSTEM**

- Shall have a fully hydrostatic track drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
  - Drive belt shall not require any adjustments.
- Undercarriage shall be solid mounted to loader main frame.
  - Shall use triple flange forged steel rollers.
  - Shall use single flange forged steel idlers.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Shall have a roller type suspension available as an option that includes:
  - Shall have 4 suspended rollers per side.
  - Shall have an all steel suspension design.
  - Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.
  - Shall use austempered ductile iron sprockets.
  - Grease cylinder shall be used for adjustment.
  - Track tension shall be adjusted by adding grease to the tensioning cylinder.
- Rubber track shall have steel cables and embeds.
- Parking brake shall be spring applied, pressure release multi-disk brake.
- Tracks: 12.6" rubber tracks  
17.7" rubber tracks

## **HYDRAULIC SYSTEM**

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 36.6 gpm (138.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- Cylinders shall be a double-acting type. Dual tilt cylinders shall have a cushioning feature on dump and roll back.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be mounted to the lift arm front and must be protected with steel guarding.
- Shall have inertia welded rods and bases at the end of the cylinders.

## HYDRAULIC SYSTEM (CONT'D)

- Shall have rear auxiliary hydraulics as an option and include.
  - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off switch inside operator cab.
- Ride control shall be available as an option.
- Lift circuit port relief valve shall be standard equipment.
- Lift arm down cylinder cushioning kit shall be available.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- A feature for draining pressure from the auxiliary hydraulics circuit shall be provided by pressing and holding the quick couplers.
- Cylinders shall meet the following minimum specifications:

| <u>Function</u> | <u># of Cylinders</u> | <u>Bore Diameter</u> | <u>Rod Diameter</u> | <u>Stroke</u>     |
|-----------------|-----------------------|----------------------|---------------------|-------------------|
| Lift            | 2                     | 3.00" (76.2 mm)      | 1.75" (44.5 mm)     | 25.99" (660.2 mm) |
| Tilt            | 2                     | 3.00" (76.2 mm)      | 1.50" (38.1 mm)     | 13.97" (355 mm)   |

## OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
  - Standard: Shall be controlled by separate foot pedals.
  - Optional: Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to be used to reduce steering drift to maintain a desired travel path in both forward and reverse directions.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
  - Optional Auto Idle shall be available on SJC equipped loaders to automatically reduce the engine speed to idle after a set time interval of loader drive and/or hydraulic inactivity.
    - Auto Idle shall be turned on or off with the press of a button.
    - The time interval before the engine speed reduces to idle shall be adjustable from 4 to 250 seconds on loaders equipped with deluxe loader instrumentation.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled with a key switch or optional keyless start.
- An optional Radio Remote Control Kit shall be available for SJC equipped loaders.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
- Cab heat shall be available as an option without changing loader profile.
- Front door shall be a one piece design and curved.
- Enclosed cab shall be pressurized.
- An adjustable seat shall be available as standard equipment.
- A suspension seat shall be standard equipment.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional selectable joystick control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
- Side windows shall be mounted on the outside of the cab.
- Side and rear window defrost shall be provided in the heat or air conditioned options.
- An FM/AM Radio shall be available as an option.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment.

## CAPACITIES

Fuel Tank shall have a minimum capacity of 27.2 gal. (103.1 L).  
Cooling System without heater shall have a minimum capacity of 3.8 gal. (14.4 L).  
Cooling System with heater shall have a minimum capacity of 4.0 gal. (15.1 L).  
Hydraulic Reservoir shall have a minimum capacity of 2.6 gal. (9.8 L).  
Hydrostatic System shall have a minimum capacity of 9.5 gal. (36 L).

## STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

### Gauges

- Engine Coolant Temp
- Fuel Level

### Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

### Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

### Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

Compact Track Loader 3325 lbs. Rated Operating Capacity



## **DELUXE LOADER INSTRUMENTATION**

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

### **Additional Displays for:**

- Coolant Temperature & Oil Pressure
- Engine RPM
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control
- Real Time Fuel Consumption Rate
- Overall Fuel Consumption
- Overall Idle Time

### **Additional Features:**

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock
- Individual Operator Job Statistics

## **ATTACHMENTS**

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator within two minutes or less.
- The quick change mechanism will incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit shall be provided which will control all available attachments.
- Standard flow hydraulics shall be available as standard equipment.
- High flow hydraulics shall be available as optional equipment.

## SERVICEABILITY

- Engine shall be transversely mounted to provide easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen.
  - Air cleaner
  - Alternator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil drain and dipstick
  - Starter
  - DPF/DOC
- Easy access shall be available to all lift arm grease points.
  - Lift arm pins and connecting points shall be of a single plane design.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- Tailgate shall be constructed from a 1/4" thick solid steel door with no holes or slots.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system components.

## SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall assist the operator in mounting and dismounting the loader will be provided as standard equipment.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise 1/4 turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warning decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm as standard equipment.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher kit shall be available as an option.

## **TRAINING RESOURCES**

- A comprehensive Compact Track Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

# **SKID-STEER LOADER**

**Vertical Lift Arm Path**

**2690 lbs.**

**RATED OPERATING CAPACITY**

**EFFECTIVE FEBRUARY 10, 2014**

***For the most up-to-date Bid Specs go to BobcatNET >>Skid-Steer Loaders>>S650>Bid Specs***

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

# **SKID-STEER LOADER**

**Vertical Lift Arm Path**

**2690 lbs.**

**RATED OPERATING CAPACITY**

## DIMENSIONAL SPECIFICATIONS

|   |                  |
|---|------------------|
| Angle of Departure .....  | 25°              |
| Dump Angle @ Maximum Height .....   | 42°              |
| Dump Height with Standard Bucket .....  | 96.3" (2447 mm)  |
| Reach @ Maximum Height .....  | 31.5" (800 mm)   |
| Ground Clearance .....  | 8.1" (207 mm)    |
| Height to Hinge Pin .....   | 124" (3149 mm)   |
| Cab Height .....  | 81.3" (2065 mm)  |
| Length without Attachment .....   | 108.4" (2753 mm) |
| Length with Standard Bucket .....   | 136.8" (3474 mm) |
| Overall Operating Height .....  | 158.5" (4026 mm) |
| Carry Position .....  | 9.3" (237 mm)    |
| Rollback Angle @ Carry Position .....   | 31°              |
| Turning Radius with Standard Bucket .....                                     | 82.9" (2106 mm)  |
| Wheelbase .....   | 45.3" (1150 mm)  |
| Overall Width with 12-16.5, 12 PR, Heavy Duty Tires .....                     | 72" (1829 mm)    |
| Bucket Width .....  | 74" (1880 mm)    |
| Overall Width with 12-16.5, 12 PR, Heavy Duty Tires Offset Rims .....         | 68" (1727 mm)    |
| Bucket Width .....  | 68" (1727 mm)    |
| Overall Width with 12-16.5, 12 PR, Severe Duty Tires .....                    | 72" (1829 mm)    |
| Bucket Width .....  | 74" (1880 mm)    |
| Overall Width with 12-16.5, 12 PR, Sever Duty-Poly Fill Tires .....           | 72" (1829 mm)    |
| Bucket Width .....  | 74" (1880 mm)    |
| Overall Width with 33 x 15.5-16.5, 12 PR, Super Float Tires-Offset Rims ..... | 74" (1880 mm)    |
| Bucket Width .....  | 74" (1880 mm)    |

## PERFORMANCE

|  |                       |
|--|-----------------------|
| Rated Operating Capacity (per ISO 14397-1) .....   | 2690 lbs. (1220 kg)   |
| Rated Operating Capacity with Counterweight Option |                       |
| With 200 lb. Weight Kit .....                      | 2840 lbs. (1288 kg)   |
| With 300 lb. Weight Kit .....                      | 2890 lbs. (1311 kg)   |
| Tipping Load (per ISO 14397-1) .....               | 5380 lbs. (2440 kg)   |
| Operating Weight (SAE J732) .....                  | 8061 lbs. (3657 kg)   |
| Travel Speed .....                                 | 7.1 mph (11.4 km/hr)  |
| Travel Speed-2 Speed Option                        |                       |
| Low Range .....                                    | 7.1 mph (11.4 km/hr)  |
| High Range .....                                   | 12.3 mph (19.8 km/hr) |
| Lift Breakout Force .....                          | 5080 lbs. (2304 kg)   |
| Tilt Breakout Force .....                          | 5138 lbs. (2331 kg)   |
| Push Force .....                                   | 4600 lbs. (2087 kg)   |

## ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 74.0 hp (55.2 kW) at 2600 governed RPM.
- Loader engine shall have a minimum torque of 206 lbf-ft (279 N-m) at 1800 RPM.
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Spark arrestor muffler, dual element air cleaner and glow plug cold weather assist shall be provided as standard equipment.
  - Cold weather assist shall be automatically activated.
  - Air cleaner shall be a dry replaceable cartridge with safety element.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 950 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 4.02 hp (3.0 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.

## DRIVE SYSTEM

- Shall have a fully hydrostatic four-wheel drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic drive motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
  - Drive belt shall not require any adjustments.
- Final drive chains shall be pre-stressed #120 HSOC endless roller chain (no master link).
- Two chains per each side of the loader with no idler sprocket.
  - Chains shall not require periodic adjustments.
- Final drive chains and sprockets shall be sealed in a chaincase with oil lubrication.
- Axle seals shall be protected by the wheel hub and shall never require greasing.
- Final drive axles shall be a minimum of 2.7" (68.6mm) in diameter.
- Parking brake shall be a positive engagement wedge and lobe for standard single speed.
- Parking brake shall be a spring applied, pressure release multi-disk brake for optional 2-Speed.
- Wheels shall be fixed to the axle hubs with eight (8) 9/16" wheel bolts.
- Tires:
  - 12-16.5, 12 PR, Heavy Duty Tires
  - 12-16.5, 12 PR, Heavy Duty Tires Offset Rims
  - 12-16.5, 12 PR, Severe Duty Tires
  - 12-16.5, 12 PR, Severe Duty-Poly Fill Tires
  - 33 x 15.5-16.5, 12 PR, Super Float Tires-Offset Rims

## HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 30.5 gpm (115.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- Cylinders shall be a double-acting type. Dual tilt cylinders shall have a cushioning feature on dump and roll back.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Shall have inertia welded rods and bases at the ends of the cylinders.
- Shall have rear auxiliary hydraulics as an option and include.
  - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off switch inside operator cab.
- Ride control shall be available as an option.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- A feature for draining pressure from the auxiliary hydraulics circuit shall be provided by pressing and holding the quick couplers.
- Cylinders shall meet the following minimum specifications:

| <u>Function</u> | <u># of Cylinders</u> | <u>Bore Diameter</u> | <u>Rod Diameter</u> | <u>Stroke</u>     |
|-----------------|-----------------------|----------------------|---------------------|-------------------|
| Lift            | 2                     | 3.00" (76.2 mm)      | 1.75" (44.5 mm)     | 24.93" (633.2 mm) |
| Tilt            | 2                     | 3.00" (76.2 mm)      | 1.50" (38.1 mm)     | 13.97" (354.8 mm) |



## OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
  - Standard- Shall be controlled by separate foot pedals.
  - Optional- Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to be used to reduce steering drift to maintain a desired travel path in both forward and reverse directions.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
- Cab heat shall be available as an option without changing loader profile.
- Front door shall be a one piece design and curved.
- Enclosed cab shall be pressurized.
- An adjustable seat shall be available as standard equipment.
- A suspension seat shall be available as an option.
- An air ride seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder kit shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional selectable joystick control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
- Side windows shall be mounted on the outside of the cab.
- Side and rear window defrost shall be provided in the heat or air conditioned options.
- An FM/AM Radio shall be available as an option.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment

## CAPACITIES

- Fuel Tank shall have a minimum capacity of 27.3 gal. (101.3 L).
- Cooling System without heater shall have a minimum capacity of 3.0 gal. (11.4 L).
- Cooling System with heater shall have a minimum capacity of 3.1 gal. (11.7 L).
- Hydraulic Reservoir shall have a minimum capacity of 2.7 gal. (10.2 L).
- Hydrostatic System shall have a minimum capacity of 11.0 gal. (41.6 L).

## STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

### Gauges

- Engine Coolant Temp
- Fuel Level

### Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

### Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

### Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

## DELUXE LOADER INSTRUMENTATION

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

### **Additional Displays for:**

- Coolant Temperature & Oil Pressure
- Engine RPM
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control

### **Additional Features:**

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock

## ATTACHMENTS

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator in two minutes or less.
- The quick change mechanism shall incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit shall be provided which will control all available attachments.
- Standard flow hydraulics shall be available as standard equipment.
- High flow hydraulics shall be available as optional equipment.

## SERVICEABILITY

- Access shall be available to the following through the rear door/tailgate and rear screen.
  - Air cleaner
  - Alternator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil drain and dipstick
  - Starter
- Axle hubs shall provide protection for the axle seals.
- Easy access shall be provided to all lift arm grease points.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system component.

## **SAFETY EQUIPMENT**

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles to shall the operator in mounting and dismounting the loader will be provided as standard equipment.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warnings by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher shall be available as an option.

## **TRAINING RESOURCES**

- A comprehensive Skid Steer Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

# **SKID-STEER LOADER**

**Vertical Lift Arm Path**

**3200 lbs.**

**RATED OPERATING CAPACITY**

**EFFECTIVE SEPTEMBER 25, 2012**

***For the most up-to-date Bid Specs go to BobcatNET >>Skid-Steer Loaders>>S750>Bid Specs***

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specifications for loaders. It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group in West Fargo, ND office at 701-241-8700.

# **SKID-STEER LOADER**

**Vertical Lift Arm Path**

**3200 lbs.**

**RATED OPERATING CAPACITY**

## DIMENSIONAL SPECIFICATIONS

|   |                  |
|---|------------------|
| Angle of Departure .....  | 25.1°            |
| Dump Angle @ Maximum Height .....                                     | 42°              |
| Dump Height with Standard Bucket.....                                 | 104.3" (2649 mm) |
| Reach @ Maximum Height.....   | 31.5" (800 mm)   |
| Ground Clearance .....  | 8.1" (207 mm)    |
| Height to Hinge Pin .....   | 132" (3353 mm)   |
| Cab Height .....  | 81.3" (2065 mm)  |
| Length without Attachment .....                                       | 114.3" (2903 mm) |
| Length with Standard Bucket.....                                      | 141.6" (3597 mm) |
| Overall Operating Height .....  | 166.6" (4232 mm) |
| Carry Position.....   | 9.4" (239 mm)    |
| Rollback Angle @ Carry Position.....                                  | 31.9°            |
| Turning Radius with Standard Bucket.....                              | 85.8" (2179 mm)  |
| Wheelbase .....   | 48.3" (1227 mm)  |
| Bucket Width .....  | 74" (1880 mm)    |
| Overall Width with 12-16.5, 12 PR, Heavy Duty Tires.....              | 72.1" (1831 mm)  |
| Overall Width with 12-16.5, 12 PR, Heavy Duty Tires Offset Rims ..... | 69.1" (1753 mm)  |
| Overall Width with 33 x 15.5-16.5, 12 PR, Super Float Tires .....     | 77.3" (1963 mm)  |

## PERFORMANCE

|  |                       |
|--|-----------------------|
| Rated Operating Capacity (per ISO 14397-1).....    | 3200 lbs. (1452 kg)   |
| Rated Operating Capacity with Counterweight Option |                       |
| With 200 lb. Weight Kit .....                      | 3350 lbs. (1520 kg)   |
| With 300 lb. Weight Kit .....                      | 3400 lbs. (1542 kg)   |
| With 400 lb. Weight Kit .....                      | 3500 lbs. (1588 kg)   |
| Tipping Load (per ISO 14397-1) .....               | 6400 lbs. (2903 kg)   |
| Operating Weight .....                             | 8730 lbs. (3960 kg)   |
| Travel Speed .....                                 | 7.1 mph (11.4 km/hr)  |
| Travel Speed-2 Speed Option                        |                       |
| Low Range .....                                    | 7.1 mph (11.4 km/hr)  |
| High Range .....                                   | 12.3 mph (19.8 km/hr) |
| Lift Breakout Force .....                          | 5496 lbs. (2493 kg)   |
| Tilt Breakout Force .....                          | 5983 lbs. (2714 kg)   |
| Push Force .....                                   | 5884 lbs. (2669 kg)   |

## ENGINE/ELECTRICAL

- Loader shall have a 4 cylinder, liquid-cooled diesel; 85 hp (63.4 kW) at 2400 governed RPM.
- Loader engine shall have a minimum torque of 232.3 lbf-ft (315 N-m) at 1500 RPM.
- Loader engine shall be turbo charged.
- Loader shall be equipped with a hydraulically driven, variable speed cooling fan.
- Engine must meet EPA interim Tier 4 Emission Standards.
- Dual element air cleaner and air intake heater cold weather assist shall be provided as standard equipment.
  - Cold weather assist shall be automatically activated.
  - Air cleaner shall be a dry replaceable cartridge with safety element.
  - Air intake pre-cleaner shall be included in the air cleaner housing.
- Air intake pre-cleaner shall be standard equipment.
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C).
- Loader shall be equipped with a Diesel Oxidation Catalyst (DOC) and Diesel Particulate Filter (DPF).
- Engine shall utilize an Engine Gas Recirculation (EGR) system.
- Loader shall not require Diesel Exhaust Fluid.
- Loader shall indicate when the DPF is regenerating.
- A DPF Regeneration Inhibit Switch shall be available.
- A DPF Remote Parked Regeneration Kit shall be available.
  - The kit must require the operator to safely start the loader from outside the cab and must lock all hydraulic functions when a parked regeneration is performed.
- Loader shall be equipped with an Engine Control Unit to electronically monitor and control the performance of the engine.
- The loader's fuel injection system shall include a High Pressure Common Rail (HPCR).
- Loader shall use an Electromagnetic fuel pump.
- Fuel filter shall have a 4 micron C rating at 99.6% efficiency.
- Loader shall be equipped with a dual path cooling system which brings cool, clean air from above the machine for engine and hydraulic system cooling. While at the same time removing hot air from the engine and hydrostatic area.
- Battery shall be a 12 volt with a minimum of 950 cold-cranking amps.
- Alternator shall be a minimum 90 amp.
- Starter shall be a 12 volt; 4.02 hp (3.0 kW), gear type.
- Engine accessory belt shall not require any adjustments.
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather operation.



## DRIVE SYSTEM

- Shall have a fully hydrostatic four-wheel drive.
- Transmission shall be infinitely variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic drive motors.
- Hydrostatic piston pumps shall be belt driven from the engine.
  - Drive belt shall not require any adjustments.
- Final drive chains shall be pre-stressed #120 HSOC endless roller chain (no master link).
- Two chains per each side of the loader with no idler sprocket.
  - Chains shall not require periodic adjustments.
- Final drive chains and sprockets shall be sealed in a single chaincase with oil lubrication.
- Chaincase shall be center mounted to allow for a keel shaped undercarriage.
- Axle seals shall be protected by the wheel hub and shall never require greasing.
- Final drive axles shall be a minimum of 2.7" (68.6mm) in diameter.
- Parking brake shall be a positive engagement wedge and lobe for standard single speed.
- Parking brake shall be a spring applied, pressure release multi-disk brake for optional 2-Speed.
- Wheels shall be fixed to the axle hubs with eight (8) 9/16" wheel bolts.
- Tires:
  - 12-16.5, 12 PR, Heavy Duty Tires
  - 12-16.5, 12 PR, Heavy Duty Tires Offset Rims
  - 12-16.5, 12 PR, Severe Duty Tires
  - 12-16.5, 12 PR, Severe Duty-Poly Fill Tires
  - 33 x 15.5-16.5, 12 PR, Super Float Tires-Offset Rims

## HYDRAULIC SYSTEM

- Pump type shall be a gear type pump for standard and high flow hydraulics.
- Hydraulic pump capacity for standard flow shall be capable of providing 23 gpm (87.1 L/min) for bucket, lift arm and attachment operation.
- Hydraulic pump capacity for high flow shall be capable of providing 36.6 gpm (138.5 L/min) for high flow hydraulic attachment operation.
- System pressure at the quick couplers shall be 3500 psi (24.2 MPa).
- Variable flow auxiliary hydraulics shall be standard equipment.
  - Shall include flush-face pressure release quick couplers.
  - Shall include dual direction detent.
- Control valve shall be three spool, open center, series type.
  - Lift spool shall include a detent position for lift arm float function.
  - Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- Cylinders shall be a double-acting type. Dual tilt cylinders shall have a cushioning feature on dump and roll back.
- Hydraulic system shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Auxiliary hydraulic hoses shall be routed inside the lift arm.
- Auxiliary quick coupler block shall be mounted to the lift arm front and must be protected with steel guarding.
- Shall have inertia welded rods and bases at the ends of the cylinders.
- Shall have rear auxiliary hydraulics as an option and include:
  - Electric finger controls on left joystick.
- Hydraulic bucket positioning shall be available as an option.
  - Shall include on/off switch inside operator cab.
- Ride control shall be available as an option.

## HYDRAULIC SYSTEM (CONT'D)

- Lift Arm Down Cylinder cushioning kit shall be available.
- Lift circuit port relief valve shall be standard equipment.
- Auxiliary hydraulics circuit port relief valve shall be available as an option.
- A feature for draining pressure from the auxiliary hydraulics circuit shall be provided by pressing and holding the quick couplers.
- Cylinders shall meet the following minimum specifications:

| <u>Function</u> | <u># of Cylinders</u> | <u>Bore Diameter</u> | <u>Rod Diameter</u> | <u>Stroke</u>     |
|-----------------|-----------------------|----------------------|---------------------|-------------------|
| Lift            | 2                     | 3.00" (76.2 mm)      | 1.75" (44.5 mm)     | 25.99" (660.1 mm) |
| Tilt            | 2                     | 3.00" (76.2 mm)      | 1.50" (38.1 mm)     | 13.97" (354.8 mm) |

## OPERATOR CONTROLS

- Loader direction, steering, and travel speed shall be controlled by two independent steering levers.
- Loader lift and tilt functions.
  - Standard: Shall be controlled by separate foot pedals.
  - Optional: Shall be selectable between foot pedals or hand lever controls.
- Optional Selectable Joystick Control (SJC) system shall be available to allow operator to switch between ISO control pattern (loader direction, steering and travel speed on left hand joystick; loader lift and tilt functions on right hand joystick) or H-Pattern (left hand joystick controls lift function and left side drive function; right hand joystick controls tilt function and right side drive function).
  - Speed Management shall be available on SJC equipped loaders to allow the loader to be maneuvered at a slower travel speed, even during maximum movement of the joysticks.
  - Drive Response shall be available on SJC equipped loaders to change how responsive the loader's drive and steering systems are when the operator moves the joysticks.
  - Steering Drift Compensation shall be available on SJC equipped loaders to be used to reduce steering drift to maintain a desired travel path in both forward and reverse directions.
  - Horsepower Management shall be available on SJC equipped loaders to allow the engine to operate at maximum horsepower and torque.
  - Optional Auto Idle shall be available on SJC equipped loaders to automatically reduce the engine speed to idle after a set time interval of loader drive and/or hydraulic inactivity.
    - Auto Idle shall be turned on or off with the press of a button.
    - The time interval before the engine speed reduces to idle shall be adjustable from 4 to 250 seconds on loaders equipped with deluxe loader instrumentation.
- Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- Optional rear auxiliary hydraulics controlled by electrical switches located on the left steering lever handle or left hand joystick.
- Engine speed shall be controlled by a rotary knob mounted on right hand cab post.
- Engine speed shall be controlled by a foot pedal with optional Selectable Joystick Controls.
- Parking brake shall be controlled by a finger operated rocker switch on left hand cab post.
- Engine starting and shutdown functions shall be controlled with a key switch or optional keyless start.
- An optional Radio Remote Control Kit shall be available for SJC equipped loaders.

## OPERATOR COMFORT

- Shall have an enclosed cab available as an option.
- Air conditioning shall be available as an option without changing loader profile.
- Cab heat shall be available as an option without changing loader profile.
- Front door shall be a one piece design and curved.
- Enclosed cab shall be pressurized.
- An adjustable seat shall be available as standard equipment.
- An air ride seat shall be available as an option.
- A mechanical suspension seat shall be available as an option.
- Arm rest shall be standard equipment.
- Cup holder shall be available as an option.
- Engine throttle shall be located directly in front of the operator.
- The optional Selectable Joystick Control system shall be mounted to the seat and shall be able to adjust independently of the seat.
- Sound reduction kits shall be available as an option.
- Top and rear windows shall be available as standard equipment.
- Front and rear window wipers shall be available as an option.
- Shall have special application polycarbonate doors and windows available as an option.
- Dome lights shall be available as an option.
- Front and rear operating lights shall be available as standard equipment.
- Side windows shall be mounted on the outside of the cab.
- Side and rear window defrost shall be provided with the heat and/or air conditioned options.
- An FM/AM Radio shall be available as an option.
- 12 volt power ports shall be available as an option.
- Clean out holes in the foot well shall be provided as standard equipment

## CAPACITIES

Fuel Tank shall have a minimum capacity of 27.2 gal. (103.1 L).  
Cooling System without heater shall have a minimum capacity of 3.8 gal. (14.4 L).  
Cooling System with heater shall have a minimum capacity of 4 gal. (15.1 L).  
Hydraulic Reservoir shall have a minimum capacity of 2.6 gal. (9.8 L).  
Hydrostatic System shall have a minimum capacity of 10 gal. (37.9 L).

## STANDARD LOADER INSTRUMENTATION

- The loader conditions shall be monitored by a combination of gauges and warning lights in the operator's line of sight that monitor the following functions. The system shall alert the operator of monitored loader malfunctions by way of an audible alarm and visual warning lights.

### Gauges

- Engine Coolant Temp
- Fuel Level

### Warning Lights

- Engine Coolant Temp
- Engine Malfunction
- Fuel Level
- General Warning
- Hydraulic Malfunction

### Indicators

- Seat Bar
- Lift & Tilt Valve
- Parking Brake
- 2-Speed
- Seat Belt
- 3-Point Shoulder Belt
- Turn Signals

### Data Display Screen

- Battery Voltage
- Drive Response Setting
- Engine Preheat
- Engine RPM
- Maintenance Clock
- Hourmeter
- Service Codes
- Speed Management
- Steering Drift

## **DELUXE LOADER INSTRUMENTATION**

- The following features of the Deluxe Instrument Panel with Keyless Start are in addition to the Standard Instrument Panel:

### **Additional Displays for:**

- Coolant Temperature & Oil Pressure
- Engine RPM
- Hydraulic Oil Temperature
- Hydrostatic Charge Pressure
- System Voltage
- Keyless Start
- Multi-Language Display
- Password Lockout
- High Flow Lockout
- 2-Speed Lockout
- Attachment Control
- Real Time Fuel Consumption Rate
- Overall Fuel Consumption
- Overall Idle Time

### **Additional Features:**

- Diagnostic Capability
- Digital Clock
- Engine/Hydraulic Systems Shutdown Function
- Help Screens
- Job Clock
- Individual Operator Job Statistics

## **ATTACHMENTS**

- All attachments shall be mounted on a quick-change mechanism. No attachments will be considered unless it can be removed or mounted by an experienced operator within two minutes or less.
- The quick change mechanism shall incorporate two handles that drive spring loaded, wear compensating wedges into the attachment ensuring a tight attachment fit-up.
- The quick change mechanism shall be driven by hydraulics and be available as an option.
- Backhoe operation shall be possible with the lift arms in the down position.
- A remote attachment control device shall be available for specified attachments to start the loader and operate the attachment from outside the operator control area.
- A single control unit shall be provided which will control all available attachments.
- Standard flow hydraulics shall be available as standard equipment.
- High flow hydraulics shall be available as optional equipment.

## SERVICEABILITY

- Engine shall be transversely mounted to provide easy access to daily maintenance items.
- Access shall be available to the following through the rear door/tailgate and rear screen.
  - Air cleaner
  - Alternator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Engine oil and fuel filters
  - Engine oil drain and dipstick
  - Starter
  - DPF/DOC
- Axle hubs shall provide protection for the axle seals.
- Easy access shall be provided to all lift arm grease points.
  - Lift arm pins and connecting points shall be of a single plane design.
- Quick-Tach pivots shall have replaceable wear bushings.
- Rod end of the tilt cylinder shall have a replaceable bushing.
- Tailgate shall be constructed from a ¼" thick solid steel door with no holes or slots.
- Tailgate shall have an optional lock for vandal proofing.
- Tailgate shall be equipped with doorstop to hold door open while servicing.
- Tip-up operator cab shall give access to certain hydraulic system component.

## SAFETY EQUIPMENT

- An enclosable operator cab with side screens shall be provided as standard equipment. Cab shall meet SAE standards J1040 and J1043 for Rollover Protective Structure and Falling Object Protective Structure. Minimum inside cab width of 33" (838 mm).
- A seat belt and an electric switch operated parking brake shall be furnished as standard equipment.
- A 3-point seat belt shall be available as standard equipment on loaders equipped with 2-Speed option.
- A 3-point seat belt shall be available as optional equipment.
- Additional operator protection shall be provided by a seat bar or similar device which restricts lift arm operation when not in use.
- A lift arm support device shall assist in servicing the loader and be provided as standard equipment.
- Grab handles shall be provided as standard equipment to aid the operator in mounting and dismounting the loader.
- Loader shall be equipped with an interlock control system which requires that the operator be seated in the loader with the seat bar down in place and the engine running before the hydraulic lift, tilt and the traction drive system can be operated. The auxiliary hydraulics shall deactivate when the operator raises the seat bar. Should the engine not start or a system problem occur with the lift arms raised, the lift arms can be lowered by turning the lift arm by-pass control knob clockwise ¼ turn. Then, pull up and hold until the lift arms slowly lower.
- Shall have operational instructions and warning decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Shall have a weather resistant operator handbook written in English attached to the loader.
- Loader shall include an alarm package including a horn and backup alarm as standard equipment.
- Strobe lights or rotating beacons shall be available as an option.
- 4 way flashing lights shall be available as an option.
- Turn signals shall be available as an option.
- FOPS Level II shall be available as an option.
- Fire extinguisher kit shall be available as an option.

## **TRAINING RESOURCES**

- A comprehensive Skid Steer Loader Operator Training Kit shall be available. The kit shall include a video, classroom and hands-on training. This kit shall also be available in Spanish.
- A comprehensive Service Safety Training Kit shall be available. The kit shall include a video, classroom and hands-on training.

# **Bobcat**

## **E85**

# **COMPACT EXCAVATOR**

**Effective June 1, 2013**

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specs for excavators.

It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Department in the West Fargo, ND office at 701-241-8700.

**For the most up-to-date Bid Specs go to BobcatNET >>Excavators>>E85>>Bid Specs**

## COMPACT EXCAVATOR BID SPECIFICATIONS (8 TON)

### OPERATING WEIGHTS & GROUND PRESSURES

Operating Weight (Includes Standard Equipment and 24 in. Bucket)

- With Cab, Heat/Air Conditioning ..... 18960 lbs. (8600kg)
- Add for Steel Tracks ..... + 66 lbs. (30 kg)

Ground Pressure with 17.7" (450 mm) rubber tracks: ..... 5.5 psi (38.3 kPa)

Ground Pressure with 17.7" (450 mm) steel tracks: ..... 5.5 psi (38.3kPa)

### WORKING RANGE & DIGGING FORCES

Minimum Arm Length (pin to pin) ..... 89 in. (2250 mm)

Maximum Dig Depth ..... 186 in. (4725 mm)

Maximum Depth of Vertical Wall which can be excavated ..... 148 in. (3755 mm)

Maximum Reach at Ground Level ..... 287 in. (7295 mm)

Maximum Radius of Working Equipment ..... 293 in. (7430 mm)

Maximum Dump Height ..... 197 in. (4995 mm)

Maximum Bucket Tooth Height ..... 275 in. (6980 mm)

Maximum Working Equipment Radius with Boom at Maximum Height ..... 104 in. (2635 mm)

Minimum Bucket Pivot Angle ..... 185°

Maximum Blade Depth ..... 12 in. (304 mm)

Swing Clearance, Rear of Upper-structure ..... 51.2 in. (1300 mm)

Tail Swing Overhang ..... 5.8 in. (147 mm)

Slew Speed ..... 9.5 RPM

Boom Swing (Left) ..... 70°

Boom Swing (Right) ..... 55°

Arm Digging Force ..... 8069 lbf. (35892 N.)

Bucket Digging Force ..... 14509 lbf. (64538 N.)

### DIMENSIONS

Cab Height ..... 104 in. (2640 mm)

Overall Length in Transport Position ..... 247 in. (6265 mm)

Minimum Radius in Transport Position ..... 193 in. (4890 mm)

Clearance, Upper-structure to Groundline ..... 29 in. (735 mm)

Groundline to Top of Engine Cover ..... 67.6 in. (1717 mm)

Length of Track on Ground ..... 87 in. (2200 mm)

Overall Length of Track Assembly ..... 111 in. (2825 mm)

Machine Centerline to Front of Blade ..... 75 in. (1910 mm)

Blade Height ..... 16 in. (408 mm)

Blade Width ..... 91 in. (2300 mm)



## HYDRAULIC SYSTEM

|                                  |   |
|----------------------------------|---|
| Number of Pumps.....             | 2   |
| Pump Type .....                  | Variable Displacement, Load Sensing, Torque Limiting Piston Pump with Gear Pump |
| Total Pump Capacity .....        | 45.9 GPM (174 L/min)  |
| System Relief Pressure .....     | 4279 PSI (295 bar)  |
| Auxiliary Relief, Primary.....   | 3045 PSI (210 bar)  |
| Auxiliary Flow, Primary .....    | 25.1 GPM (95 L/min)   |
| Auxiliary Relief, Secondary..... | 3625 PSI (250 bar)  |
| Auxiliary Flow, Secondary .....  | 13.2 GPM (50 L/min)   |
| Control Valve .....              | Closed Center Valve, Individually Compensated                                   |
| Slew Motor.....                  | Axial Piston Motor with Planetary Reduction                                     |
| Oil Cooler.....                  | Standard Equipment  |

### Hydraulic Function Times

|                           |         |             |        |             |
|---------------------------|---------|-------------|--------|-------------|
| Bucket.....               | Curl    | 3.1 Seconds | Dump   | 2.4 Seconds |
| Arm (cushion in/out)..... | Retract | 3.6 Seconds | Extend | 2.9 Seconds |
| Boom .....                | Raise   | 3.4 Seconds | Lower  | 2.6 Seconds |
| Boom Swing .....          | Left    | 6.4 Seconds | Right  | 8.8 Seconds |
| Blade .....               | Raise   | 2.1 Seconds | Lower  | 2.8 Seconds |

## DRIVE SYSTEM

|   |  |
|---|--|
| Final Drive .....                           | Each track is independently driven by a hydrostatic axial piston motor |
| Type of Reduction.....                      | Three stage planetary gear reduction 45.9 : 1                          |
| Maximum Drawbar Pull.....                   | 14550 lbf. (64722 N)   |
| Maximum Gradability (tractive effort) ..... | 30°  |
| Travel Speed                                |  |
| - Low .....                                 | 1.7 mph (2.7 km/hr)  |
| - High .....                                | 2.9 mph (4.7 km/hr)  |

## ENGINE/ELECTRICAL

|                                |   |
|--------------------------------|---|
| Make/Model/Tier.....           | Yanmar / 4TNV98C Tier 4 Final                     |
| Fuel/Cooling .....             | Diesel/Liquid                                     |
| Horsepower (Gross) .....       | 59.4 hp (44.3 kW)                                 |
| Rated Engine Speed.....        | 2100 RPM  |
| Torque @ 1365 RPM (Gross)..... | 178 ft.-lbs. (241 Nm)                             |
| Number of Cylinders .....      | 4   |
| Displacement.....              | 203 in. <sup>3</sup> (3.3 L)                      |
| Lubrication .....              | Forced Flow                                       |
| Filter.....                    | Cartridge Type – Full Flow                        |
| Air Cleaner.....               | Dry Replaceable Paper Cartridge w/ Safety Element |
| Alternator .....               | 12 volt, 80 amps                                  |
| Battery .....                  | 12 volt, 900 cold cranking amps @ 0°F (-18°C)     |
| Starter.....                   | 12 volt, Gear Reduction Type; 4.0 HP (3.0 kW)     |

## CONTROLS

Vehicle Steering..... Two hand or foot levers control speed and direction  
High/Low (travel speed)..... Controlled by push button on blade lever  
Excavating Functions..... Two hydraulic joysticks control boom, arm, bucket & house slew;  
Boom swing controlled by fingertip switch on left joystick;  
The blade is controlled by a separate lever  
Engine Speed Control..... Rotary Dial with Auto-Idle  
Auxiliary Function ..... Controlled by switches on right-hand joystick – variable flow with detent  
Service Brake (Travel) ..... Hydraulic lock on motor  
Parking Brake (Travel) ..... Hydraulic lock on motor  
Service Brake (Slew) ..... Hydraulic lock on motor  
Holding Brake (Slew) ..... Spring applied multi-disc brake

## CAPACITIES

Fuel Tank.....29.1 gal. (110 L)  
Engine Cooling System ..... 10.6 qts. (10 L)  
Engine Oil & Filter.....10.8 qts. (10.2 L)  
Hydraulic System.....39.1 gal. (148 L)  
Hydraulic Reservoir ..... 22.9 gal. (87 L)

## UNDERCARRIAGE

Undercarriage .....Crawler-Type Tractor Design  
Track Rollers ..... Sealed, with Reinforced Box-Section Track Roller Frame  
Track Adjusters..... Grease-Type with Shock Absorbing Recoil Springs  
Track Type / Width (Standard)..... Half-Pitch Rubber, 17.7 in / (450 mm)  
Track Type / Width (Optional)..... Steel Shoe, 17.7 in. / (450 mm)  
No. of Track Rollers ..... 5 each side

## INSTRUMENTATION

Machine shall be equipped with following instrumentation:

- Multi language color screen with Hour Meter & Day/Date/Time
- Auto-Idle Indicator
- Auxiliary Mode Indicator
- Engine Oil Pressure Light with Audible Alarm
- Engine Speed
- Engine Throttle Position
- Engine Coolant Temperature Gauge
- Fuel Gauge
- Hydraulic Charge Pressure Light with audible
- Pre-Heat Glow Plug Indicator with Auto Countdown
- Service Reminder Clock
- Seat Belt Reminder Indicator (with time out)
- Two Speed (High Range) Indicator

## STANDARD FEATURES SHALL INCLUDE:

- Auto-Idle
- Auto-Shift Drive
- Auxiliary Hydraulics with Arm Mounted Flush Face Quick Couplers
- Cab with Heat & Air Conditioning, Radio Ready – (ROPS & TOPS certified)
- Control Console Locks – all Machine Functions
- Control Pattern Selector Valve (ISO/STD)
- Cup Holder
- Dozer Blade with Float
- Engine Condition Monitor with Return to Idle
- Fingertip Auxiliary Hydraulic Control – Joystick Mounted
- Fingertip Boom Swing Control – Joystick Mounted
- Horn
- Hydraulic Joystick Controls
- Mirrors, Left and Right Side
- Password Protection Theft Deterrent System
- Rubber Tracks
- Suspension Seat, Cloth - High Back, with Retractable Seat Belt
- Tier 4 Final Compliant Engine & Exhaust System
- Travel Motion Alarm
- Two-Speed Travel
- Warranty: 12 Months, Unlimited Hours
- Work Lights – Boom Mounted (2) & Cab Mounted (1)

|                                       |
|---------------------------------------|
| <b>AVAILABLE OPTIONS/ACCESSORIES:</b> |
|---------------------------------------|

- Attachment Quick Change Mounting System
- Secondary auxiliary hydraulic circuit shall be available as optional equipment.
- Steel tracks shall be available as optional equipment.
- Top guard and front guard kits shall be available.
- 3" Seat belt kit shall be available as optional equipment.

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

**Attachment Requirements:**

- Attachment Quick Change Mounting System shall be available.
- Attachment Quick Change Mounting System shall be compatible with Hydraulic Clamp.
- Auxiliary hydraulic circuit shall include a Direct-to-Tank selector valve.
- Excavator arm shall be Clamp ready & control valve shall have auxiliary port relief installed.

**Attachments Available:**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>- Auger</li> <li>- Buckets: Grading and Trenching</li> <li>- Hydraulic Breaker</li> <li>- Hydraulic Tilt Grading Bucket</li> </ul> | <ul style="list-style-type: none"> <li>- Hydraulic Clamp</li> <li>- Plate Compactor</li> <li>- Ripper</li> </ul> |
|---|--|

### **SAFETY**

- Cab shall meet Rollover Protective Structure (ROPS) in accordance with ISO 12117-2 and Tip Over Protective Structure (TOPS) in accordance with ISO 12117.
- Retractable seat belt shall be provided as standard equipment.
- Additional operator protection shall be provided by deactivating ALL excavator functions when the operator console is in the upright position.
- An automatic spring applied multi-disc brake shall be provided to lock the upper structure to the undercarriage for transporting purposes.
- Grab handles to assist the operator in entering and exiting the excavator will be provided as standard equipment.
- Front working lights for indoor use and low light operation will be standard.
- A weather resistant operator handbook written in English will be attached to inside of cab, providing operational instructions and warning by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.
- Lift Capacity Charts shall be affixed to the machine, within the operators line of sight.

### **SERVICEABILITY**

- Access to the following items shall be gained by opening the side and / or center access hood:
  - Air cleaner with restriction indicator
  - Battery
  - Cooling system (engine oil and hydraulic oil coolers) for cleaning
  - Coolant recovery bottle
  - Engine oil and fuel filters
  - Engine oil level
  - Sight gauge for hydraulic oil level
- Fuel fill shall have lock for vandal proofing.
- Easy access to all grease points.
- Central grease point for slew bearing, slew pinion, and offset cylinder.
- Cab shall tilt forward to gain access to control valve and slew motor.

### **TRAINING RESOURCES**

- A comprehensive Excavator Service Safety Training Kit shall be available.
- A comprehensive Excavator Operator Training Kit shall be available.

# EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation  
Financial Management Division  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

|                         |                 |                                 |  |
|-------------------------|-----------------|---------------------------------|--|
| NAME                    | LESSOR (VENDOR) | LESSEE (STATE)                  |  |
|                         | Bobcat of Fargo | ND DEPARTMENT OF TRANSPORTATION |  |
| ADDRESS                 | 3450 Main Ave   | 608 E BOULEVARD AVENUE          |  |
| CITY, STATE<br>ZIP CODE | Fargo ND 58103  | BISMARCK ND 58505-0700          |  |
| CONTACT                 | Chris Shea      | VANESSA BROSTEN                 |  |
| PHONE<br>NO             | 701-293-7325    | 701-328-4466                    |  |

|  |        |  |             |           |        |   |         |
|--|--------|--|-------------|-----------|--------|---|---------|
| DATE   | 5-1-15 | RENTAL<br>TERM                             | 12 mo.      | BEGINS ON | 5-1-15 | ENDS ON   | 4-30-16 |
| DAY (8HRS.)                                  | \$     | TRANSPORTATION CHARGES IF APPLICABLE       |             |           |        | METER READING OUT   |         |
| WEEK (44HRS.)                                | \$     | MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE |             |           |        | METER READING IN  |         |
| MONTH (176 HRS.)                             | \$     |  |             |           |        |   |         |
| EXCESS HOURS BILLED AT                       | \$     |  |             |           |        |   |         |
| * RENTAL RATES ARE BASED ON HOUR METER USAGE |        |  |             |           |        |   |         |
| EQUIPMENT WILL BE USED AT                    |        |  |             |           |        | LESSEE WILL NOT REMOVE THE<br>EQUIPMENT FROM THIS LOCATION<br>WITHOUT NOTIFICATION. |         |
| SERIAL NUMBER                                | MAKE   | MODEL                                      | DESCRIPTION |           |        | UNIT VALUE  |         |
| SEE ATTACHED SPREADSHEET                     |        |  |             |           |        |   |         |

|                     |          |     |  |  |
|---------------------|----------|-----|--|--|
| BILL TO INFORMATION |          |     |  |  |
| NAME                |          |     |  |  |
| ADDRESS             |          |     |  |  |
| CITY                | STATE    | ZIP |  |  |
| CONTACT             | PHONE NO |     |  |  |

## TERMS AND CONDITIONS

### AGREEMENT:

Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

### AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**TRANSPORTATION CHARGES:**

Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

**OPERATION OF EQUIPMENT:**

Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

**REPAIRS:**

The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

**WARRANTY:**

Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

**ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:**

Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

**LIABILITY:**

Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

**INSURANCE:**

Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

**TAXES:**

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

**INSPECTION:**

Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

**TERMINATION:**

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
  - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or (3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

- c. Either party, by written notice, may terminate the whole or any part of this agreement:

- 1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
- 2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

**LESSEE AGREES TO:**

- 1 Notify Lessor of any change in agreed location.
- 2 Not sublease, rent or loan above equipment.
- 3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
- 4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
- 5 Pay a clean up charge for excessively dirty equipment.

**PURCHASE ORDER:**

A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

**RENTAL PAYMENTS:**

Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

**LATE PAYMENTS:**

Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

**EXTENDED RENTAL PERIOD:**

Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

**REQUEST FOR BID:**

If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

**GOVERNING LAW AND VENUE:**

Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

**MERGER AND WAIVER:**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

|  |                     |
|--|---------------------|
| LESSOR (Vendor)<br>TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED.<br>(IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.) |                     |
| NAME (TYPE OR PRINT): <i>Chris Shea</i>  | TITLE: <i>VP</i>    |
| SIGNATURE: <i>Chris Shea</i>   | DATE: <i>5-1-15</i> |

|   |                          |
|---|--------------------------|
| LESSEE (Agency)   |                          |
| APPROVED AS TO SUBSTANCE BY: <i>[Signature]</i>                                   | DATE: <i>5-1-15</i>      |
| AGENCY DIRECTOR SIGNATURE: <i>Grant Levi</i> <i>Darcy R. Rosendahl, Dep. Dir.</i> | DATE: <i>08 MAY 2015</i> |

|  |
|--|
| APPROVED as to execution this<br><i>8<sup>th</sup></i> day of <i>may</i> 20 <i>15</i><br>ATTORNEY GENERAL<br>By <i>Derek Hauptmann</i><br>SPECIAL ASST. ATTORNEY GENERAL |
|--|







OP ID: JW

**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
05/01/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|   |  |                                       |  |  |  |
|---|--|---------------------------------------|--|--|--|
| AGENCY<br>Vaaler Insurance/Bismarck<br>PO Box 933<br>Bismarck, ND 58502<br>Rollin C. Mehlhoff                           |  | PHONE<br>(A/C, No, Ext): 701-258-2800 |  | COMPANY<br>Great American Insurance Co<br>Prop & IM Division<br>6300 S Syracuse Way, Suite 295<br>Centennial, CO 80111 |  |
| FAX<br>(A/C, No): 701-258-2838  |  | E-MAIL<br>ADDRESS:                    |  |  |  |
| CODE:   |  | SUB CODE:                             |  |  |  |
| AGENCY<br>CUSTOMER ID #: NDDE-07  |  |                                       |  |  |  |
| INSURED<br><br>ND Dept. of Transportation<br>Financial Management Division<br>608 E Boulevard Ave<br>Bismarck, ND 58505 |  | LOAN NUMBER<br>BLKT                   |  | POLICY NUMBER<br>IMP118755911  |  |
|   |  | EFFECTIVE DATE<br>07/01/14            |  | EXPIRATION DATE<br>07/01/15  |  |
|   |  |                                       |  | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED  |  |
| THIS REPLACES PRIOR EVIDENCE DATED:   |  |                                       |  |  |  |

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


**COVERAGE INFORMATION**

| COVERAGE / PERILS / FORMS  | AMOUNT OF INSURANCE                 | DEDUCTIBLE |
|--|-------------------------------------|------------|
| BLKT Eq. Leased/rented from others<br>Leased rented -not in excess of 12 mos.<br>ACV = Actual Cash Value<br>Maximum per item<br>Maximum per Loss<br>See Schedule attached or included in remarks | ACV<br><br>\$600,000<br>\$3,000,000 | \$15,000   |

**REMARKS (Including Special Conditions)****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

|   |   |  |                    |
|---|---|--|--------------------|
| NAME AND ADDRESS<br><br>Bobcat of Fargo<br>3450 Main Ave<br>Fargo, ND 58103 | <input type="checkbox"/> MORTGAGEE  |  | ADDITIONAL INSURED |
|   | <input checked="" type="checkbox"/> LOSS PAYEE  |  |                    |
|   | LOAN #  |  |                    |
|   | AUTHORIZED REPRESENTATIVE<br> |  |                    |